

# Listing Contract

This is a legally binding Contract. If not understood, seek legal advice.  
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## AGREEMENT TO LIST AND SELL

In consideration of Broker's agreement to list Seller's property for sale, place this listing on the Multiple Listing Service ("MLS") of Metro Search, Inc., and use Broker's efforts to find a Buyer, Seller hereby grants Broker the exclusive right from \_\_\_\_\_ ("effective date") until 11:59pm (Eastern Time) on \_\_\_\_\_ ("expiration date") to sell the property located at \_\_\_\_\_ for the gross price of \$ \_\_\_\_\_, on the following terms (or such other prices, terms, conditions to which Seller may agree): \_\_\_\_\_

## AGREEMENT TO PAY COMMISSION

If the property, or any part thereof, is sold before the expiration of this Contract by Seller or any other person, Seller agrees to pay Broker a commission of \_\_\_\_\_% of the sales price or \$ \_\_\_\_\_, which shall be due at closing. The total commission is earned upon acceptance of an offer, but is subject to any contingencies specified therein. In addition, Seller agrees to pay a fee in the amount of \$ \_\_\_\_\_, which fee is in addition to the commission on the sales price and which fee is for the following services: \_\_\_\_\_ (the "Services"). Seller hereby expressly agrees that the commission on the sales price does not include fees for the Services and that the fee is reasonable for the Services provided.

At closing, Seller will convey by deed of general warranty a marketable fee simple title to the property with the usual covenants such as any title company will insure, except easements and restrictions of record.

If the closing is not completed because of Seller's failure to perform Seller's obligations under the terms of the Residential Sales Contract, Seller shall pay the commission. If the Buyer is represented by a cooperating Broker, Broker is authorized to share its commission with that cooperating Broker. The amount of compensation offered to the cooperating Broker will be \_\_\_\_\_% of the selling price or \$ \_\_\_\_\_.

## CONSENT TO MARKET AND ADVERTISE

Seller is providing the attached listing input form and may otherwise provide to Broker orally or in writing certain data regarding Seller's property. Seller agrees that this data may be used as Broker deems appropriate, consistent with the MSI Rules & Regulations, to facilitate the sale of Seller's property. It may also be provided to the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants as they deem appropriate and with no compensation due Seller. Seller understands that some or all of the data may be digitized, reproduced, published, transmitted, disseminated, and/or displayed in many forms and through many media, including but not limited to the Internet, television, local publications and fact sheets, computer database networks, a Multiple Listing Service or other similar database, etc. Seller agrees that Broker may temporarily withdraw the listing from the Multiple Listing Service should the Seller fail to respond, within 48 hours, to inquiries and/or requests from the Broker. Seller hereby represents to Broker, the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc. and their respective members and participants that the data provided is true and correct.

Seller also hereby grants Broker, the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc. and their respective members and participants the right and license to photograph/video Seller's property and to use such photographs/videos to the same extent Broker uses the property data Seller is providing Broker, with no compensation due for such use, and Seller acknowledges that Seller has no rights of ownership with regards to those photographs/videos. Exceptions to this paragraph are as follows: \_\_\_\_\_

Should Seller choose to advertise Seller's property itself, pursuant to KRS 324.117(4), Seller agrees to include the name of Broker's real estate company, namely \_\_\_\_\_ or the name of Agent's principal broker, namely \_\_\_\_\_. Advertisements include but are not limited to social media, the Internet, newspaper or other publication, television, periodicals, fact sheets, computer databases and the Multiple Listing Service. Seller will indemnify Broker and Agent for any fines which are levied as a result of Seller's non-compliance with KRS 324.117(4).

Seller Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Broker Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

54 Seller hereby waives any claims Seller might now or in the future have against Broker, the Greater Louisville  
55 Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants arising  
56 out of or relating to the acquisition or use of data or photographs/videos of or about Seller's property. Seller  
57 agrees to indemnify and hold harmless Broker, the Greater Louisville Association of REALTORS®, Inc., Metro  
58 Search, Inc., and their respective members and participants from any liability, damage, cost, attorney fees, or  
59 expenses resulting from any inaccuracies or material omissions in the data Seller has provided . Seller  
60 acknowledges that placement of the listing in the MLS may result in it being displayed on syndicated websites  
61 which are not under the direct control of the brokerage and may not accurately reflect all details of the listed  
62 property. Seller agrees to hold the agent and brokerage harmless for any misinformation. The Greater  
63 Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants  
64 shall be third party beneficiaries to the provisions of this paragraph.

65 Broker is hereby authorized to place a Lock Box and a "For Sale" sign on Seller's property, to remove all other  
66 signs and lock boxes, and exhibit the property to any prospective Buyer. Broker is further authorized to  
67 disclose information regarding comparable sales to any prospective Buyer. Upon transfer of title, Broker is  
68 authorized to disclose all information, including sales price, to participants of the MLS. Broker is further  
69 authorized to cease showing my property after Seller has accepted an offer to purchase, unless otherwise  
70 instructed, by Seller, in writing.

71 The property will be offered without respect to race, creed, color, sex, familial status, disability, sexual  
72 orientation or national origin.

73 **SALE AFTER EXPIRATION OF LISTING CONTRACT**

74 Seller agrees to pay Broker at closing a commission of \_\_\_\_% of sale price, or \$ \_\_\_\_\_, if the  
75 property is sold by Seller within \_\_\_\_\_ months after the expiration of this Contract to any person to whom  
76 Broker or Seller has shown this property during the period of this contract, regardless of whether Seller has  
77 knowledge of said showing, and so long as the property has not been listed with another Broker.

78 **MEDIATION/BINDING ARBITRATION**

79 Notice of Demand for Mediation must be made within 365 days after the Party raising the claims knew, or  
80 should have known, of the existence of said claims. Any dispute or claim (including, without limitation, claims of  
81 fraud, misrepresentation, warranty and/or negligence) of Seller, Buyer, Brokers, Agents or any of them for a  
82 sum greater than the limits of small claims court jurisdiction arising out of this Contract or breach thereof or  
83 arising out of or relating to the physical condition of the property covered by this Contract shall first be  
84 submitted to mediation and arbitration in accordance with the guidelines of the Greater Louisville Association of  
85 REALTORS®, Inc. Copies of these guidelines are available at the Greater Louisville Association of  
86 REALTORS®, Inc. Disputes shall include (among other things) issues relating to representations made by  
87 Buyer, Seller, or any Broker or Agent, or other person or entity in connection with the sale and purchase of the  
88 property covered by this Contract. Any agreement signed by the parties pursuant to the mediation conference  
89 shall be binding.

90 If mediation does not result in an agreement signed by the Parties, all such claims or disputes shall be decided  
91 by binding arbitration in accordance with the guidelines of the Greater Louisville Association of REALTORS®,  
92 Inc. and the laws of the Commonwealth of Kentucky. Copies of these guidelines are available at the Greater  
93 Louisville Association of REALTORS®, Inc. The Arbitration must occur within 365 days after the initial Demand  
94 for Mediation has been filed. An actual oral hearing shall be held unless the Parties mutually agree otherwise.  
95 Any proceeding to determine damages shall be conducted by an arbitrator pursuant to this paragraph and not  
96 in court and shall be conducted within the Commonwealth of Kentucky. In the event a party fails to proceed  
97 with arbitration when so required, or unsuccessfully challenges the arbitrator's award, the other party is entitled  
98 to recover its costs, including reasonable attorney fees, for having to compel arbitration or defend/enforce the  
99 award.

100 It is specifically agreed that no Party will be entitled to join or consolidate disputes by or against others in any  
101 mediation or arbitration (unless agreed to by all parties), or to include in any mediation or arbitration any  
102 dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public  
103 or in any private attorney general capacity. This paragraph shall survive the closing.

105	_____			_____	_____	_____
	Designated Broker (Listing Company)			Seller	Date	Time
106	_____	_____	_____	_____	_____	_____
107	Broker Acceptance	Date	Time	Seller	Date	Time

